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8

9 **UNITED STATES DISTRICT COURT**
10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
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12 RIC (SAN LEANDRO) LLC, a California
13 limited liability company

14 Plaintiff,

15 v.

16 BRUCE DOUGLAS MILLER, an
individual and Wyoming resident,
17 PATRICK JOHN KOENTGES, an
individual and Colorado resident,
18 KENNETH EDWARD GREER, an
individual and Colorado resident, GREEN
19 SAGE, LLC, a Colorado limited liability
20 company,

21 Defendants.
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Case No. 3:23-cv-01501-CRB

**DECLARATION OF WESLEY
ROITMAN IN SUPPORT OF
PLAINTIFF'S APPLICATION FOR
DEFAULT JUDGMENT AS TO
DEFENDANT KENNETH EDWARD
GREER**

Hon. Charles R. Breyer

DECLARATION OF WESLEY ROITMAN

I, Wesley Roitman, declare as follows:

1. I am the managing general partner of RIC (San Leandro) LLC (“**Plaintiff**”)¹ as well as Romspen California Mortgage Limited Partnership (“**Original Lender**”). As to the facts in this declaration, I know them to be true based on my own knowledge and from my review of the business records of Plaintiff concerning the loan documents executed by Borrower (as defined in the Complaint) and through employees under my supervision who act at my discretion. All such business records were created and/or maintained in the course of Plaintiff’s business and in accordance with normal business practices. If called upon to testify as to the matters set forth in this declaration, I could and would competently testify thereto, since the facts set forth herein are known to me to be true. As to those matters stated in this declaration on information and belief, I believe them to be true. This declaration is now submitted in support of Plaintiff’s application for default judgement as to Defendant Kenneth Edward Greer (“**Greer**”).

2. On March 29, 2023, Plaintiff filed its Complaint for breach of written guaranty agreements as against Greer and the other guarantors, Bruce Douglas Miller, Patrick John Koentges and Green Sage, LLC (hereinafter “**Guarantors**”).

3. As is further detailed in the Complaint on file with the Court, on or about August 20, 2019, Original Lender provided financing to Oakland Cannery Real Estate, LLC; 5733 SLOCA Partnership and 5601 SLOCA, LLC (collectively “**Borrower**”) in the original principal amount of \$54,465,000.00 (the “**Loan**”). A true and correct copy of the Loan Agreement is attached hereto as **Exhibit A**.

4. On August 20, 2019, the Guarantors also executed Guaranty Agreements, true and correct copies of which are attached as **Exhibits B-E** hereto.

5. Pursuant to the Guaranty Agreements, Guarantors unconditionally and absolutely guaranteed the full and prompt payment of all obligations owed by Borrower to

¹ Any term not otherwise defined herein retains the definition assigned to it in the Complaint.

1 Original Lender under the Loan Documents. Moreover, the Guarantors promised to pay,
2 and are obligated to pay, all costs, expenses and attorneys' fees paid or incurred by
3 Original Lender in endeavoring to collect and enforce the obligations arising under the
4 Loan Documents.

5 6. Borrower failed to repay the Loan upon the Maturity Date. On November 22,
6 2021, Original Lender provided the Guarantors with notice of the Maturity Default and
7 demanded repayment of the Loan in full. The Guarantors failed to repay the Loan amount
8 as demanded, and continue to fail to repay the Loan amount as of the date of this
9 Declaration.

10 7. Original Lender assigned to Plaintiff all of Original Lender's right, title and
11 interest in and to the Loan, and Plaintiff is now the holder in due course of the Loan
12 Documents, and all obligations previously owed to Original Lender are now owed to
13 Plaintiff. A true and correct copy of that Assignment Agreement is attached hereto as
14 **Exhibit F**.

15 8. On September 14, 2022, Plaintiff foreclosed its interests in and to the
16 Property in Alameda County, California, which served as collateral for the Loan, acquiring
17 title thereto for a successful credit bid of \$25 million.

18 9. On or around September 28, 2022, Plaintiff sent the Guarantors a Demand
19 for Payment of the remaining amounts immediately due and owing under the Loan
20 Documents in an amount of no less than \$51,507,018.29. Additionally, the Guarantors
21 have incurred prejudgment interest totaling no less than \$6,158,603.05. Accordingly, the
22 total due and owing to Plaintiff is \$57,665,621.34, which amount does not include
23 attorneys' fees. A true and correct copy of the deficiency statement evidencing the
24 minimum amount owed is attached hereto as **Exhibit G**.

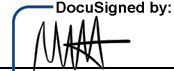
25 10. The Guarantors have failed to repay the amounts due and owing as of the
26 date of this Declaration and, therefore, the Guarantors continue to be in default under their
27 respective Guaranty Agreements.

28 I declare under penalty of perjury under the laws of the United States of America

1 that the foregoing facts are true and correct.

2 Executed on this 4th day of January 2024, at Revelstoke, British Columbia, Canada.

3 By:

DocuSigned by:


4 Wesley Rothman

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